

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND**

ALBERT L. GRAY, Administrator, et al.,	:	
Plaintiffs,	:	
	:	
vs.	:	C.A. No. 04-312L
	:	
JEFFREY DERDERIAN, et al.,	:	
Defendants.	:	

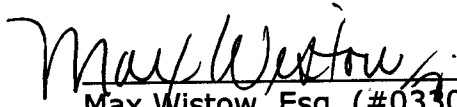
ESTATE OF JUDE B. HENAULT, et al.,	:	
Plaintiffs,	:	
	:	
vs.	:	C.A. No. 03-483L
	:	
AMERICAN FOAM CORPORATION, et al.,	:	
Defendants.	:	

**OBJECTION OF GRAY PLAINTIFFS¹ TO DEFENDANT CERTAIN
UNDERWRITERS AT LLOYD'S, LONDON'S MOTION TO DISMISS
FIRST AMENDED MASTER COMPLAINT**

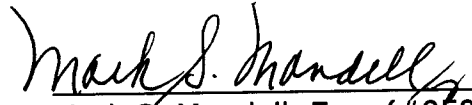
Plaintiffs in Gray, et al. v. Derderian, et al., C.A. No. 04-312L hereby object to the motion of Defendant Certain Underwriters at Lloyd's, London to dismiss the First Amended Master Complaint under Fed. R. Civ. P. 12(b)(6). Plaintiffs rely upon their Memorandum of Law filed herewith.

¹ The undersigned counsel represent individual Plaintiffs in Gray, et al. v. Derderian, et al. C.A. No. 04-312L as their respective signatures indicate, infra.

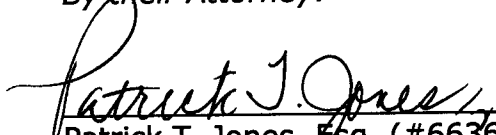
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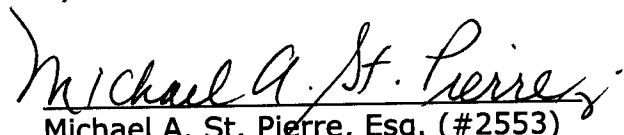
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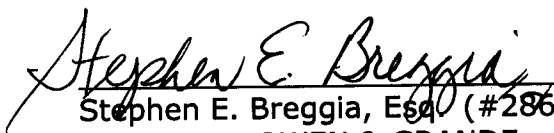
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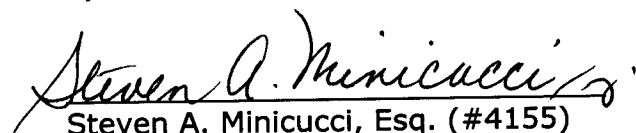
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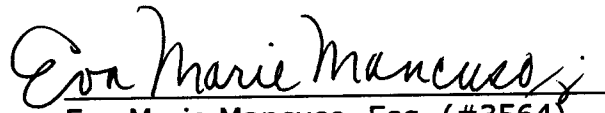
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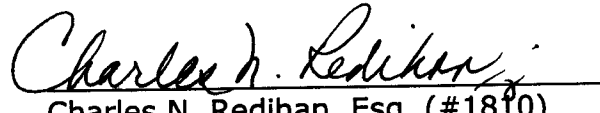
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CERTIFICATION

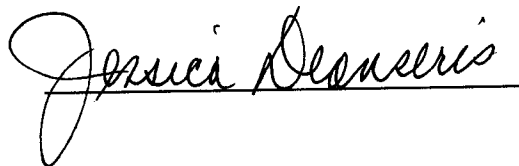
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MEMORANDUM OF LAW IN SUPPORT OF GRAY PLAINTIFFS¹
OBJECTION TO DEFENDANT CERTAIN UNDERWRITERS AT LLOYD'S,
LONDON'S MOTION TO DISMISS FIRST AMENDED MASTER COMPLAINT

Procedural History

Following on the heels of Defendant Essex Insurance Company, Defendant Certain Underwriters at Lloyd's, London ("Lloyd's") has moved to dismiss the First Amended Master Complaint, ostensibly under Fed. R. Civ. P. 12(b)(6). However, unlike Essex' earlier effort, Lloyd's Memorandum of Law attempts to (a)

¹ The undersigned counsel represent individual Plaintiffs in Gray, et al. v. Derderian, et al. C.A. No. 04-312L as their respective signatures indicate, infra.

mischaracterize the material allegations contained in the operative Complaint² as it simultaneously (b) wafts factual "representations" which are both irrelevant to a 12(b)(6) motion and not even a matter of proper record before this Court. (Indeed, the Movants' factual "representations" appear only in text or footnote, unsupported by any affidavits, discovery or authenticated documents.)

Looking beyond the procedural curiosity of Lloyd's motion, it, like Essex' motion which preceded it, seeks judgment as a matter of law under Rule 12(b)(6) which simply tests the legal sufficiency of Plaintiffs' operative pleadings. Accordingly, its attempt to argue facts not even before the Court should have no bearing on its motion.

Having thus muddled the procedural waters, Movant Lloyd's essentially repeats and incorporates the arguments of Essex (and amicus curiae Property and Casualty Insurance Association of America) in Essex' previously briefed, and argued, motion to dismiss. Those arguments are:

- 1) Defendant owes no legal duty to the Plaintiffs;
- 2) Defendant enjoys immunity under R.I. Gen. Laws § 27-8-15; and
- 3) Claims for negligent inspection are purportedly "inconsistent with public policy."

For the reasons earlier cited and argued in opposition to Essex' motion, Lloyd's motion must also fail.

² For example, Lloyd's Memo at footnote 1, p. 2, misleadingly states that "Plaintiffs allege in ¶ 671 that the inspection(s) in question occurred in 'May-June, 2000'," then goes on to counter that "documents will establish that an inspection was performed on Lloyd's behalf on or about April 27, 2000." In fact, Plaintiffs' First Amended Master Complaint sufficiently alleges in ¶ 671 that "at various times, including but not limited to May-June, 2000 . . . Lloyd's conducted inspections."

Defendant Lloyd's Owes Plaintiffs A Duty Under Section 324A(c) of the Restatement of Torts, 2d.

This issue has been extensively briefed, and argued, in response to Defendant Essex' Motion to Dismiss. Lloyd's Memorandum of Law cites no authority and makes no argument different from that earlier advanced by Essex; therefore, Plaintiffs incorporate their Memorandum of Law in Support of Plaintiffs' Objection to Motion to Dismiss Master Complaint against Essex Insurance Company, as well as oral argument of their counsel on that motion. Suffice it to say that Restatement 2d, Torts 324A(c), which the Rhode Island Supreme Court would likely embrace on these facts, supports a claim for negligent performance of inspection associated with a policy of liability insurance where such negligent inspection is relied upon by the insured. Plaintiffs' First Amended Master Complaint clearly states such a claim, including the requisite reliance of the insured (§§ 666-675, inclusive). For the reasons set forth in their earlier memoranda and oral argument on the Essex motion, Plaintiffs submit that their pleadings state a claim under Rhode Island law. At this procedural juncture, and in the absence of all discovery, it certainly cannot be said that it is "clear beyond doubt that Plaintiffs cannot conceivably prove a set of facts in support of their claim which would entitle them to relief." 1A Barron and Holtzoff, § 356, p. 363, citing Conley v. Gibson, 355 U.S. 41, 78 S.Ct. 99, 2 L.Ed.2d 80 (1957).

Lloyd's, Like Essex, Enjoys No Immunity Under R.I. Gen. Laws § 27-8-15

Lloyd's, like amicus PCIAA before it, argues that R.I. Gen. Laws § 27-8-15 somehow cloaks it with immunity. This was amply briefed and argued in response to Essex' Motion to Dismiss; viz., the statute conspicuously omits inspections

conducted for liability insurance policies from its ambit, suggesting a public policy supporting liability for negligent inspections in a liability (as opposed to property/casualty insurance) context.

The only new wrinkle here is that Lloyd's alleges (without any supporting facts properly before the Court) that the Lloyd's liability policies in issue also contain coverage for casualty and property damages. Apparently, Lloyd's argument is that the statute confers immunity on any issuer of property/casualty coverage even if that carrier negligently performs an inspection in connection with liability insurance.

In fact, the inspection statute immunity arises when the inspections themselves are performed "in connection with or incidental to" a policy of property or casualty (as opposed to liability) insurance. R.I. Gen. Laws § 27-8-15. The First Amended Master Complaint, the sufficiency of which is the only issue at bar, properly alleges that the inspections in questions were conducted in connection with one or more policies of liability insurance. Even if there were other coverages contained in the same policies (a fact not even in evidence before this Court), whether the purpose of the inspections was for liability coverage purposes³ is a very real question of fact. It is critically important that Plaintiffs obtain discovery bearing on the purpose of the inspection(s) here in issue.

³ For example, if the inspections noted adequacy of exit capacity, lighting or hardware, such facts could only pertain to liability, not property/casualty, coverage. The inspection reports, handbooks and checklists should shed light on this issue.

Plaintiffs' Claims For Negligent Inspection Against Lloyd's Are Completely Consistent With Rhode Island Public Policy

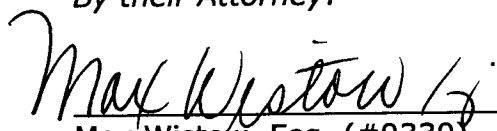
Again, this argument was fully briefed and argued in response to Essex' Motion to Dismiss. The structure of the statutory immunity (R.I. Gen. Laws § 27-8-15 – inapplicable to inspections in connection with liability coverage) and Rhode Island Supreme Court cases embracing Section 324A of the Restatement 2d, Torts⁴ evidence a public policy supporting claims for negligent inspections in connection with policies of liability insurance. Based upon the authorities cited in memoranda and oral argument on the Essex motion, Plaintiffs have well pled a cause of action against Lloyd's (and Essex) deserving of further illumination through the discovery process.

CONCLUSION

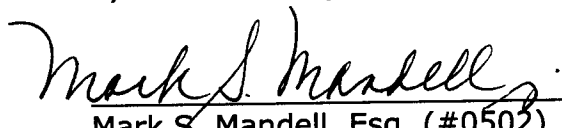
For the reasons set forth above, and for those set forth in opposition to Essex' Motion to Dismiss, Plaintiffs respectfully request that the Motion to Dismiss of the Defendant Certain Underwriters at Lloyd's, London, be denied.

Respectfully submitted,

*Plaintiff 13(d); 13(e); 17-63 inclusive;
133-190 inclusive; 225-233 inclusive;
and 240
By their Attorney:*

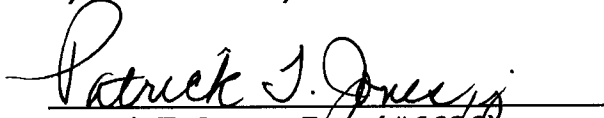

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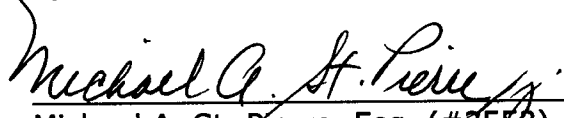

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⁴ e.g., Buszta v. Souther, 102 R.I. 609, 232 A.2d 396 (1967); Dixon v. Royal Cab, Inc., 1988 WL 1045146 (R.I. Super.)


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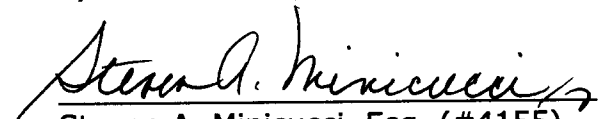
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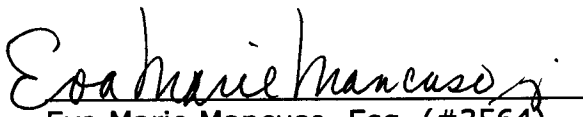
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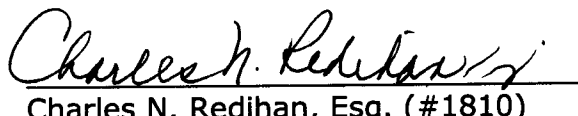
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